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regard to the fact that work has been done by a person in reliance on it, provided the work done has not brought the person within the terms of the offer." The broker who has not found a customer can not recover on a *quantum meruit* for work done. He may practically have found the customer and thus earned his commission as such; *Dowling v. Morrill*, 165 Mass. 491, 43 N. E. Rep. 295; *MECHEM ON AGENCY* § 966; but his action should then be for the commission and not *quantum meruit*: *Fitzpatrick v. Gilson*, 176 Mass. 477, 57 N. E. Rep. 1000.

AGENCY—LIABILITY OF AGENT TO PRINCIPAL FOR ACTS OF SUB-AGENT.—Plaintiff, an insurance company, appointed defendant its agent to effect insurance, and issue policies for it in a certain territory. Defendant, without authority from the plaintiff, appointed a sub-agent and confided to him the general charge of his business. Without the agent's knowledge the sub-agent delivered a policy (countersigned by him in the agent's name), and received payment (which was turned into the agent's account), covering a risk which the plaintiff company had instructed the agent not to take. A loss occurred, which the company paid, and it now sues the agent for indemnity. *Held*, that the agent is liable for this act of his sub-agent, and the fact that he had no knowledge that the policy was issued, or the premium received, is no defense. *Franklin Fire Ins. Co. v. Bradford*, (1901) 201 Pa. 32, 50 Atl. Rep. 286, 55 L. R. A. 408.¹

This holding, if we assume that the facts are correctly interpreted, is in accord with the general rule that an agent who employs a sub-agent on his own account is responsible to his principal for the manner in which the business has been done, whether by himself or his agent. *MECHEM ON AGENCY* § 197. If the sub-agent is really the agent of the original agent, the latter is responsible for his acts within the scope of the authority conferred, even though he may have been ignorant of the particular act, or may have expressly forbidden it. *Id.* § 735. The court held that, under the circumstances, there was no forgery committed when the sub-agent signed the agent's name to the policy, and that the act was within the scope of the authority conferred by the agent upon the sub-agent. In another case, however, growing out of the same transaction and involving the same agent and sub-agent, the court of appeals for the third circuit, in a similar suit by another insurance company, held that the act of the sub-agent was not within the scope of the authority, that the countersigning of the policy was legally a forgery, and therefore that the agent was not responsible. *Bradford v. Hanover Ins. Co.* (1900) 102 Fed. Rep. 48, 43 C. C. A. 310, 49 L. R. A. 530. This holding, like the other, is sound in law, if the facts are rightly interpreted.

AGENCY—RATIFICATION.—F. entered into a written contract under seal, with S., "trustee," whereby S. agreed to buy and F. agreed to sell certain real estate. S. did not pay for the land as agreed, and an action was brought against S. and also against J. and W., it being alleged that the two latter were principals of S. in the purchase, and that they had ratified the contract. The acts relied upon as constituting the ratification were *acts in pais*. *Held*, that, without considering whether a contract under seal could be ratified by such acts, there could be no ratification of a contract not made by the alleged agent as agent of the persons alleged to have ratified. *Ferris v. Snow*, (1902), — Mich. —, 90 N. W. Rep. 850.

This holding is in accordance with the general rule. In order that the act may be ratified, it must, at the time it was done, have been done by the assumed agent as agent for the persons sought to be held as principals. *Hamlin v. Sears*, 82 N. Y. 327, *Mechem's Cas. on Agency*, 136; *Michell v. Association*, 48 Minn. 283, 51 N. W. Rep. 608. In the very late case of *Keighley v. Durant*, 1901, App. Cas. 240, it was held, reversing *Durant v. Roberts*, [1900] 1 Q. B. 629, that the contract cannot be ratified unless the alleged agent at the time professed to be acting for a principal.